

RESOLUTION NO.: 2020-57

BE IT RESOLVED BY THE CITY COUNCIL of the City of Danville, Illinois, that the attached Collective Bargaining Agreement between the City of Danville and the International Brotherhood of Electrical Workers Local 538 (Inspectors) is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this 7th day of July, 2020, by 12 Ayes, 0 Nays and 2 Absent.

APPROVED:

By: *Rickey Williams Jr.*
Mayor

ATTEST:

By: *Lisa K. Monson*
City Clerk



POSTED
PUBLICLY JUL 09 2020

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANVILLE, ILLINOIS

AND

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 538

(INSPECTORS)

Effective: May 1, 2020 through April 30, 2023

AGREEMENT

THIS AGREEMENT is made and entered into as of May 1, 2020, by and between the CITY OF DANVILLE, Illinois (the "City"), and THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 538 (the "Union").

WITNESSETH:

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its full-time employees who are within the provisions of this Agreement, insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner; and,

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering wages, hours and certain terms and conditions of employment and to provide for the prompt and fair settlement of grievances without any undue interruption of or other interference with the operations of the City's services to the public; and,

WHEREAS, the City recognizes the Union as the bargaining unit for the classifications of employees set forth hereafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 1 **In General**

Section 1.1 General Definitions. Unless the context clearly requires otherwise, certain words, terms and phrases used in this Agreement shall have the meanings given them from place to place herein.

Section 1.2 Certain Words Used Herein. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used. The defined terms used herein include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

Section 1.3 References to Articles, Etc. References to articles, sections, subsections, paragraphs and other subdivisions of this Agreement are to the designated articles, sections, subsections, paragraphs and other subdivisions of this Agreement.

Section 1.4 Headings. The headings of this Agreement, and the Table of Contents, are for convenience only and shall not define or limit the provisions hereof.

ARTICLE 2

Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over wages, hours and certain other conditions of employment. The bargaining unit shall consist of the following classifications of full time positions listed:

INCLUDED: All employees of the City of Danville in the following titles: Building Inspector; Code Enforcement Inspector; Electrical/Zoning Inspector; and, Plumbing/Mechanical Inspector.

EXCLUDED: All other employees of the City of Danville

In the event the City finds it necessary to create a new job classification in which the scope of work is consistent with the employee classifications included within the Union, the new job classification will also be represented by the Union.

The benefits of any and all decisions reached as a result of this Agreement shall apply equally to all employees in such bargaining unit (the "employees"). The provisions of this Agreement are effective only to the extent permitted by law.

ARTICLE 3

Union Security, Checkoff and Fair Share Fees

Section 3.1 Checkoff. Upon the filing with the City of a written request for such deduction in the form set forth in Appendix A, signed by the employee, the City will deduct monthly union dues from the wages of each such employee and remit such amount deducted to the appropriate officer of the Union monthly.

Section 3.2 Notice and Remittance of Dues. The Union shall notify the City in writing of the amount of the union dues to be deducted. If the amount of Union dues to be deducted changes, the Union shall notify the City at least 30 days prior to the effective date of the change. Deductions shall be made on each payday, up to a maximum of four paydays per month, and shall be remitted, together with an itemized statement, to the Treasurer of the Union by the fifteenth (15th) day of the month following the month in which the deduction is made. All vacation pay will have union dues withheld from any such check issued on the applicable payday and in accordance with the provisions of this Section.

Section 3.3 No Discrimination. There shall be no discrimination or intimidation against any employee by the Union or the City because of any employee's membership or lack of membership in the Union or by virtue of any employee's holding office or not holding office in the Union. The provisions of this Agreement shall be applied to all employees without discrimination.

Section 3.4 Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action properly taken by the City at the request of the Union in accordance with Section 3.1, or 3.2 of this Article.

ARTICLE 4
Management Rights

It is recognized that the City has and shall continue to retain the sole right and authority to operate and direct the affairs of the City in all its various aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's right to determine its mission and policies; to set standards of service offered to the public, to determine the methods, means, organization and number of personnel needed to carry out such mission, to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in and by the various departments or by the employees of the City; to schedule and assign work; to hire and assign employees; to transfer employees between departments; to transfer employees between divisions within the same department; to establish normal work hours; to establish work and productivity standards; to assign overtime; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities, and to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons, to promote and to discipline, suspend or discharge for just cause, provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

ARTICLE 5
Union Rights

Section 5.1 Activity During Working Hours. Bargaining unit employees covered by this Agreement, after giving appropriate notice and receiving approval from their supervisor, shall be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the City; provided such employees are entitled or required to attend such meetings by virtue of being a Union representative, witness or grievant, and such attendance does not substantially interfere with the City's operations.

Section 5.2 Union Steward. The Union shall have the right to appoint one steward. The steward, upon requesting and receiving approval from his supervisor, shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes, provided their absence does not substantially interfere with the City's operations. It is understood that employees who have been given permission to investigate grievances may be called back when operations require their immediate presence. No employee or Union representative shall leave work to investigate, file or process grievances without first making

arrangements with their supervisor. Such arrangements shall not be denied in any arbitrary or capricious manner. The City reserves the right to require reasonable documentation of time spent processing a grievance.

Section 5.3 Union Bulletin Board. The City agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene, or defamatory in nature. Any item posted shall be signed by an officer of the Union and reviewed by the appropriate supervisor outside of the bargaining unit prior to posting.

ARTICLE 6

Grievance Procedure

Section 6.1 Definition. A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees with respect to a single and common issue, who is or are covered by this Agreement, against the City involving as to him/her or them the meaning, interpretation or application of the express provisions of this Agreement.

Section 6.2 Non-disciplinary matter. In any non-disciplinary matter, no grievance may be filed if the City follows the following procedure before taking a proposed action which is not clearly provided for in this Agreement:

- (a) Obtains approval of the Union Steward before taking the proposed action;
- (b) If the Union Steward is not at work on the day of the proposed action, the City obtains the approval of the Business Manager of IBEW Local 538 or his designee before taking the proposed action;
- (c) If the Union Steward and the Business Manager, or his designee, are not at work or available, the City has a meeting with all of the employees of the division which will be affected by the proposed action, the City informs the employees of the proposed action, and no employee objects to the proposed action as being contrary to this Agreement.

Any action taken by the City using the above-described procedure shall not bind the Union beyond the day the proposed action was taken.

Section 6.3 Procedure.

Step 1: Any employee or employees covered by this Agreement who has or have a grievance shall submit it to the department head or other person who is designated for that purpose by the City; provided that said grievance shall set forth in writing all relevant facts and dates, the provisions of this Agreement allegedly violated, and the requested remedy, and it shall be signed and dated by both the aggrieved employee or employees and the appropriate Steward on such form as may be mutually agreed upon by the parties. The department head, or other designated representative, shall discuss the grievance within ten (10) business days with no more than two (2) union representatives at a time mutually agreeable to both parties. The department head or designated representative of the City shall give his/her written answer within ten (10) business days after such discussion.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Mayor, or his/her designated representative, on the same form submitted in Step 1, within ten (10) business days after the City's answer in Step 1, and it shall be signed and dated by the Union representative. A meeting between the Mayor, and/or his/her representative, and no more than two (2) Union Representatives shall be held at a time mutually agreeable to the parties within ten (10) business days after receipt of the grievance by the Mayor or his/her designated representative. The Mayor or his/her representative shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 6.4 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) business days after receipt of the City's answer in Step 2. Such referral to arbitration shall be made in writing, signed by the grievant and the Union, and delivered to the Mayor within such ten (10) business days' time period. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the State of Illinois. Either party may reject one (1) entire panel. Both the City and Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The other party shall then strike the second name, with the party requesting arbitration to strike the third name and the other party to strike the fourth name. The remaining person shall be the arbitrator. The arbitrator shall be notified of such selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing, subject to the availability of the City and Union representatives. All Grievance Hearings shall be held in Danville, Illinois.

Section 6.5 Authority of the Arbitrator. The Arbitrator shall have no right to amend, modify, mollify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a finding with respect to the specific issue or issues submitted to him/her in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him/her. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. It is the intent of the parties that the arbitrator submit in writing his/her finding within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties otherwise agree to an extension thereof. The finding shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 6.6 Fees and Expenses of Hearing. The fees and expenses of the hearing, if any, and the costs of any transcription or court reporting service, if any, shall be split equally between the City and the Union. Each party shall be responsible for

compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 6.7 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step with the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Fridays, inclusive, excluding Saturdays, Sundays and holidays on which the City Building is closed.

Section 6.8 Union Representatives. The Union shall select one (1) employee from the department where the grievant is employed to act as a representative of the Union, for the purpose of attending such grievance meetings as are scheduled in accordance with Step 1 and Step 2 of the grievance procedure established by this Article. The Union shall certify to the City in writing the names of all such Union representatives.

Section 6.9 Exclusivity of Grievance Procedure. The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute as defined in Section 6.1 which was or could have been raised by an employee covered by this Agreement.

Section 6.10 Illinois Uniform Arbitration Act to Apply. Except as otherwise provided herein, arbitration under this Article shall be subject to the provisions of the Illinois Uniform Arbitration Act.

ARTICLE 7

Layoff, Recall, Interdepartmental Transfer

Section 7.1 Layoff and Recall.

A. Employees in each job classification will be put on a list by descending order according to employee's length of continuous cumulative active service with the City for layoff and recall (longest length of employment at the top). New employees would be added to the list at the next position below this list in that job classification. When it is necessary to reduce the number of employees by means of layoff, they will be removed beginning with the employee with the least seniority in the affected job classification.

B. Employees who have been laid off will be recalled in reverse order of the layoff in the bargaining unit, provided that they are qualified and capable of performing the work of the position. Recalls will also be subject to the following rules:

1. An employee shall be eligible for recall from layoff for one (1) year after the layoff.

2. Any employee who is recalled from layoff but fails to report to work within seventy-two (72) hours, unless otherwise mutually agreed to by the Parties, after being recalled shall be deemed to have waived his/her right to recall and his/her further eligibility for recall.

Section 7.2 Interdepartmental Transfer. In the event of any job opening in the classifications of positions in the City departments listed in Article 2 of this Agreement, the City personnel office shall notify the Union of such opening, and any qualified employee within the bargaining unit may apply to transfer to such open position. The City, in its sole discretion, shall determine whether a transfer will be permitted and, if so, whom to transfer. In exercising its discretion, the City will consider the following factors: supervisor's evaluation, work history and needs of the department. A transferred employee will be given 20 working days probationary period to ensure that the employee is capable of performing the tasks which he/she will be required to do. It is understood that at any time during this probationary period, the employee or City may nullify the transfer with or without cause, in which case the employee shall return to his/her position prior to the transfer.

ARTICLE 8

Hours of Employment

Section 8.1 Application. This Article is intended to define the normal duty hours of work and to provide the basis for calculation and the payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. For purposes of pay-off and calculation of eligibility for overtime pay rates, the work week shall be from Wednesday through Tuesday. The regular work week shall consist of forty (40) hours in five (5) days, Monday through Friday. The regular work day shall consist of eight (8) consecutive hours within a twenty-four (24) hour period, exclusive of a lunch period as defined in Section 8.2. No employee shall clock in or out for any other employee without the prior consent of the supervisor.

Section 8.2 Normal Duty Hours.

A. The normal duty hours for employees covered by this Agreement shall be 7:30 a.m. to 4:00 p.m. Monday through Friday. If an employee is required to work past his/her regular quitting time, then the employee shall be allowed a half hour paid meal break after three (3) hours additional work, with the meal to be purchased by the employee.

B. There shall be a one-hour lunch period, of which one-half hour is unpaid, to begin no earlier than 11:00 a.m. and end no later than 1:00 p.m., or as the supervisor directs. Travel to and from the job site is included in the one-hour lunch period, except that additional time may be allowed as authorized by the employee's supervisor considering the employee's job site location. Certain approved City-owned vehicles and/or equipment may be used for such travel under the following conditions:

1. All vehicles/equipment are to be legally and properly parked on the lot of the establishment selected.

2. If traveling to a home, the vehicle/equipment must be legally parked in the nearest right of way and shall not be parked in the driveway or on private property.

3. All locations, including routes of travel, shall be within the Corporate limits of the City of Danville.

Section 8.3 Exceptions to Normal Duty Hours.

The Union recognizes that there may be times when the City needs to schedule certain employees at starting and quitting times other than those set forth in Section 8.2 above, due to the nature of the required work; provided, however, that any different schedule of work hours shall have a reasonable basis in the nature of the employee's work, and provided, further, that any different schedule shall be for a consecutive eight hour period of a regular nature and shall not go beyond six (6) months within a 12-month period without consent of the Union. The City shall not schedule employees for a different schedule in order to circumvent overtime.

Section 8.4 Overtime Hours and Pay.

A. In General. Any hours actually worked by an employee covered by this Agreement in excess of forty (40) hours during a Wednesday through Tuesday work week for scheduled overtime shall be compensated at the rate of one and one-half (1 1/2) times such employee's regular hourly rate of pay, except as otherwise provided in this Article. For purposes of calculating eligibility for overtime pay, earned time bank leave and earned time leave shall not be considered as time worked, but holidays, vacation and bereavement leave shall be considered as time worked.

B. Scheduled Overtime. For purposes of this Section, "scheduled overtime" shall mean any work that has been planned or scheduled to be performed at times outside normal duty hours hereunder for which at least eight (8) hours advanced notice has been given by the City to the affected employee(s).

C. Continuation Work. The City shall have the right to assign work to continue beyond 4:00 p.m., subject to the following conditions:

(1). The continuation work will be assigned at the discretion of the City within one (1) hour of the time when the City determines the need for Continuation Work. The City shall inform the Union Steward, or the Business Manager in the absence of the Steward, when it becomes aware of facts or circumstances that may lead to the imposition of Continuation Work.

(2). In the event an employee has a conflict and is unable to perform the continuation work, he/she shall remain at the job site until the replacement worker arrives.

(3). Continuation Work is defined as work that must be completed immediately but was not anticipated to extend beyond normal duty hours at the time of scheduling of the particular day's work activities.

D. Unscheduled Overtime Work. Notwithstanding anything herein to the contrary, any call-back to work that has not been planned or scheduled ("unscheduled overtime") shall be compensated at overtime rates of pay whether or not the employee has actually worked forty (40) hours calculated under Subsection A above. Unscheduled overtime work shall include work that is reasonably anticipated to run two hours beyond normal duty hours and has not been previously scheduled in accordance with the provisions of Subsection A. Any call-back to work affecting the position of code enforcement inspector shall be by seniority. If the work has not been assigned after exhausting the seniority list, the least senior code enforcement inspector shall be assigned the work.

Section 8.5 Sunday and Holiday Overtime Pay. Any hours worked by an employee covered by this Agreement on Sunday or on an observed holiday listed in Section 10.7, shall be compensated at the rate of two (2) times such employee's regular hourly rate of pay.

Section 8.6 Unscheduled Emergency Call-back. Whenever the Mayor or his/her duly authorized designee shall reasonably determine that weather or other unusual conditions are such as to constitute an emergency, he shall have the authority to direct one or more of the department heads or supervisors to call back their respective employees for such emergency. Any call-back to work for such an emergency shall be deemed overtime for purposes of this Article, and employees so called back shall be compensated at overtime rates of pay whether or not they have actually worked forty (40) hours during the Wednesday through Tuesday work week.

ARTICLE 9

Vacation and Earned Time

Section 9.1 Vacation

A. Eligibility. Full-time employees covered by this Agreement shall be eligible to earn the same annual vacation leave as the non-union employees. Such vacation leave shall be earned and shall be calculated the same as for non-union employees.

Any full-time employee who actually works less than 1,360 hours in the 365 days preceding his/her anniversary date, shall receive vacation prorated on the basis of a normal work year of 2,080 hours.

B. Vacations shall be scheduled so as not to disrupt the services provided by the division as determined by the Department Head or his designee. Vacation time

may be scheduled in two-hour increments. Vacation time scheduling is on a first come first serve basis, and seniority shall not apply in the scheduling of this time.

Section 9.2 Continuous Service. For purposes of Section 9.1 above, service shall be measured and based upon the length of continuous service, starting with the first day of full-time employment with any department of the City. Absence from work resulting from an on-the-job injury covered by the City's worker's compensation shall not be deemed to be an interruption of service for purposes of this article. Absence from work due to layoff or off-the-job injury or illness for a period of one (1) year or more shall be deemed an interruption of service.

Section 9.3 Earned Time Leave.

A. In General. Each employee covered by this Agreement shall earn the same amount of earned time as non-union employees, and it shall be credited in the same manner as it is credited to non-union employees. Any change to earned time leave for non-union employees shall be borne by each employee covered by this Agreement.

Earned time leave shall not be accumulated from year-to-year except as hereinafter provided.

B. Scheduling and Use of Earned Time Leave. Earned time leave shall be scheduled by the employee with his/her department head or designee in advance subject to the scheduling and other needs of the department.

C. Unscheduled Use of Earned Time Leave. In the event an employee is sick or injured and unable to work, he/she shall take earned time leave for such sickness or injury and shall so notify the supervisor or department head at the earliest reasonable time but no less than fifteen (15) minutes before the start of the shift, unless in case of emergency. Sickness in the employee's immediate family may qualify under this provision if the attendance of the employee is required for the care of the family member.

D. Purchase of Unused Earned Time. On or before the second pay period of the month of December each year, the City shall purchase from each employee any of the unused earned time leave days which such employee had to his or her credit on the previous November 30 as such employee elects on a form provided by the City. The rate of purchase shall be at the employee's then base wage for each day to be purchased.

E. Earned Time Bank

1. Any accrued, unused and unsold personal leave time may be accumulated by an employee up to a maximum of one hundred twenty (120) days. Such accumulation shall be referred to as the employee's "earned time bank".
2. An employee's earned time bank shall be available for use as leave only for sickness or injury after the employee has used all of his or her current accrued earned time. Leave resulting from an injury or illness which is covered by worker's compensation shall not be charged

against the employee's earned time bank.

F. Refund of excess earned time leave for part-year employment. In the event that any employee is voluntarily or involuntarily terminated as an employee of the City, earned time leave shall be treated as if earned at the appropriate rate of hours per month, commencing on December 1 prior to the termination. If any earned time hours are taken in excess of this rate prior to termination, then the employee shall refund to the City upon termination an amount equal to such excess earned time hours at such employee's then annual hourly base wage. The City shall have the right to collect such refund out of any monies owed by the City to such employee upon termination, and the City shall have the right to file suit to recover from such employee any shortage or deficiency remaining after any such set-off.

Section 9.5 Unapproved Absence

Any absence from work which is not in accordance with this Article shall be deemed an unapproved leave of absence and shall result in discipline, up to and including termination.

Section 9.6 Return to Work

- A. No employee who has been absent on account of sickness or injury on unscheduled personal leave time for more than three (3) consecutive days of scheduled work shall return to work without first submitting to the Department Head or his designee a report signed by a licensed physician stating that he or she personally treated such employee for the sickness or injury which kept the employee from work.
- B. If an employee has been absent from work for greater than 30 days, such employee shall not be returned to work until he or she submits to the Department Head or his designee a report from a licensed physician stating that the employee is fit for duty and able to perform their work.

Section 9.9 Separation of Employment

- A. Any employee covered by this Agreement who separates from his or her employment with the City through a traditional retirement shall receive a payout in an amount equal to one-third of his or her earned time bank at his or her then current hourly base wage, not to exceed forty (40) work days. In the event such retired employee elects to remain a participant in the group health insurance plan of the City upon retirement, the City shall, in addition to the pay described above, pay up to the retiree's first three (3) monthly premium contributions which would have otherwise been paid by the retiree as determined under the following rules:
 - 1. If the retiree is due a payment for between 1 to 20 days, one (1) month's premium;
 - 2. If the retiree is due a payment for between 21 to 30 days, two (2) month's premiums;

3. If the retiree is due a payment for between 31 and 40 days, three (3) month's premiums.
- B. Any employee who quits, retires, dies or is otherwise terminated from his or her employment with the City shall be paid for any earned and unused current vacation entitlement as of the date of separation.
- C. No additional benefits shall be earned or accrued by such employee after the date of his or her retirement.

ARTICLE 10

Leaves of Absence

Section 10.1 Union Release Time and Leave.

A. Release Time for Grievance Processing and Negotiations. When notified by the Union, the Employer shall grant Union representatives release time (working time without loss of pay) for investigating and processing grievances and for contract negotiations. Not more than one hour of release time for investigating a grievance shall be allowed the Union without the consent of the Employer. Although such consent may be denied, it shall not be arbitrarily or capriciously denied. One (1) Union representative shall be released for grievance meetings with the City. Leave for grievances and negotiations shall not constitute Union leave as set forth below. Nothing contained in this Section shall interfere with situations requiring immediate duty-related action by any employee.

B. Union Leave. The Union shall be entitled to a total of five (5) days of unpaid leave per calendar year for one (1) Union officer to attend any state, regional or international meeting during such calendar year. Any such Union leave shall be subject to the department head, or his/her designee, being notified of the time and purpose of such leave at least fourteen (14) days in advance of such Union leave. Any Union officer intending to attend such meeting under this Sub-section shall have the right to use vacation time or earned time for attendance at such meeting. Seniority credits shall not be lost for use of Union leave.

Section 10.2 Bereavement Leave. When a death occurs in an employee's immediate family, such employee shall receive a maximum of three (3) consecutive days of scheduled work for paid bereavement leave. For purposes of this Sub-section, an employee's immediate family shall include the spouse, son, daughter, step-son, step-daughter, father, mother, step-mother, step-father, brother, sister, grandfather, grandmother or grandchild of such employee or such employee's spouse. When a death occurs in an employee's extended family, such employee may receive a maximum of two (2) consecutive days of scheduled work for paid bereavement leave. For purposes of this sub-section, an employee's extended family shall include step-brother, step-sister, step-grandfather, step-grandmother, step-grandchildren, aunt or uncle of a City employee or employee's spouse. The length of bereavement leave shall be subject to approval of the employee's supervisor and shall be based upon funeral and travel arrangements.

Section 10.3 Military Leave. Any bargaining unit employee with one (1) year of service or more, who is in a Reserve or National Guard unit, when attending annual active duty training or is temporarily activated in a national or domestic emergency, shall have the option of drawing full pay from the City in return for a full day of military pay for each duty day absent due to such leave, or take leave with no pay from the City and retain military pay. Any bargaining unit employee who is required to attend a weekend reserve duty may request that, if his/her scheduled work days fall on such weekend, his/her scheduled work days be rescheduled during the same pay period, if possible, during which the requested weekend falls. Such request must be submitted to the Department Head at least one (1) month in advance of the requested weekend, and the Department Head shall respond within one (1) week after the request is received. Such requests for rescheduling shall not be arbitrarily denied. Other than as provided herein, bargaining unit employees shall be entitled to take military leave as provided for and as required by federal and state law.

ARTICLE 11

Wages and Other Benefits

Section 11.1 Base Wages. The base wages during the term of this Agreement are set forth in Appendix B attached hereto and made a part hereof. The base wages for the positions represented by the Union are reflected in Appendix B. For each of the following fiscal years, wage increases shall be as set forth on Appendix B. All employees covered under this Agreement shall receive wage increases at a rate of 2% per year. All such wage increases shall only take effect on May 1, 2020. Notwithstanding anything herein to the contrary, if the non-union employees of the City become subject to a merit pay increase system during the term of this Agreement, the parties will engage in negotiations concerning the wage structure for the members of the bargaining unit.

Section 11.2 Payday. Employees shall be paid in the same manner as non-union employees of the City.

Section 11.3 Insurance.

A. The City will provide one or more plans of group health insurance (including managed care plans) for all employees. Eligible employees electing to obtain group health insurance coverage through the CITY shall pay the same percentage of the total premium cost of their health insurance coverage as the non-union employees as and for their rate of contribution toward the cost of their coverage.

B. Right to Select Carriers. The insurance benefits provided for herein shall be provided under a group insurance policy or policies or through a self-insured plan selected by the City. The City shall notify the Union before changing insurance carriers, self-insuring or changing policies. In connection with such notification, the City shall

provide the Union with a written summary of all proposed changes.

C. Copy of Plan. Upon request by the Union, the City shall provide the Union with a complete copy of the current policy or policies or self-insured plan for such insurance benefits.

D. The City has adopted a plan pursuant to the provisions of Section 125 of the Internal Revenue Code with respect to the payroll deductions for employee contributions for insurance hereunder. If the City adopts a "flex-plan" or other similar arrangement, the City agrees to allow employees in the bargaining unit to have the right to elect to participate in such plan.

Section 11.4 Holidays. The bargaining unit shall be subject to the same holidays as are the non-union employees. The current holidays observed by non-union employees are as follows: New Year's Day; Martin Luther King Jr. Day; Good Friday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day; and, a day as determined by the Mayor.

Any holiday falling on a Monday through Friday of the week shall be observed on the day of the calendar holiday. Any holiday falling on Saturday shall be observed on Friday; any holiday falling on Sunday shall be observed on Monday.

Section 11.5 Setoff. The City shall have the right to deduct from wages due any employee hereunder any amount such employee is indebted to the City for garbage fees or sewer charges owing to the City; provided, however, that the City has notified such employee in writing by first class mail at least 30 days prior to such setoff, and such employee has failed to pay or make mutually acceptable arrangements for payment of the amount claimed to be due within such 30 day period.

Section 11.6 Training. Specialized training or schooling for employees will be permitted by the City provided that the training or schooling pertains to the employee's job duties and has been approved in advance by the department head. An employee desiring to attend such training shall submit a request to his or her Department Head for approval. The costs of such training may be paid by the City upon approval of the department head and the Mayor.

ARTICLE 12

Probationary, Auxiliary Employees

Section 12.1 Probationary Full Time Employees. Any person hired to a full-time position in any of the departments and classifications listed in Article 2 above shall be a probationary employee of the City for a period of ninety (90) working days from his/her date of hire. While in his/her probationary period, such employee may be discharged with or without cause. Upon successful completion of his/her probationary period, such employee shall be covered under this Agreement as a member of the bargaining unit represented by the Union, and the City shall notify the business agent of the Union of each such new employee.

Section 12.2 Auxiliary Part-time Employees. Part-time seasonal, auxiliary and temporary employees shall not be covered by this Agreement and are not members of the bargaining unit represented by the Union, whether or not they are in their probationary periods. The decision to hire any such employees shall be at the City's

sole discretion. No such employees shall be employed when the number of full-time employees covered by this Agreement is less than six (6) due to lay-offs.

ARTICLE 13 **Discipline**

Section 13.1 Definition.

Progressive discipline is intended to correct employee deficiencies and to promote a more efficient workplace. The City agrees with the tenets of progressive and corrective discipline and the City shall impose disciplinary actions in a progressive and corrective manner, although the circumstances of a serious infraction may warrant greater discipline than a written warning or written reprimand even if it is the first time an employee has committed such an infraction.

Progressive discipline shall consist of the following:

- A. Written Warning
- B. Written Reprimand
- C. Suspension
- D. Discharge

The authority of the City to discipline shall not be arbitrary, capricious or discriminatory in nature and shall be for just cause only.

Section 13.2 Time Limitation for Issuance of Discipline.

- A. **Written Warning or Reprimand.** Written Warnings or Reprimands shall be issued within ten (10) working days of the misconduct, or within ten (10) working days after the City, through the use of reasonable diligence, should have obtained knowledge of the misconduct. In no event shall the City issue a written warning or reprimand more than thirty (30) working days after the date of the misconduct, but the City may still notify and discuss the alleged misconduct with the employee.
- B. **Suspension or Discharge.** Pre-disciplinary meetings shall take place within fifteen (15) working days of the alleged misconduct, or within fifteen (15) working days after the City, through the use of reasonable diligence, should have obtained knowledge of the alleged misconduct. In no event shall the City issue a suspension or discharge more than thirty (30) working days after the date of the alleged misconduct, but the City may still notify and discuss the alleged misconduct with the employee. The notice contemplated by Section 13.3(C)(2) or Section 13.3(C)(3) shall be served upon the employee and the Union within three (3) working days of the conclusion of the pre-disciplinary meeting.
- C. **Extension.** The parties may agree to extend the time limits for issuance of discipline.

Section 13.3 Manner of Discipline Issuance.

- A. Private. Discipline will be issued to an employee in a private manner so as not to cause embarrassment to the employee. The presence of management personnel and/or Union representative during the issuance of discipline does not constitute circumstances of embarrassment.
- B. Written Warning or Reprimand. When a written warning or written reprimand is contemplated, the City may schedule and conduct a pre-disciplinary meeting as set forth in Section 13.3(C) below. Employees shall be provided with a written notice informing the employee of the disciplinary action to be taken and the reasons for the disciplinary action and what steps the employee should take in the future to avoid disciplinary action.
- C. Suspension or Discharge.
 - 1. When a suspension or discharge is contemplated, the City shall conduct a pre-disciplinary meeting at a time mutually agreed to between the City and the Union, within the time limits prescribed in Section 13.2(B). At least one day prior to that meeting, the employee and the Union shall be notified of the suspected misconduct, in writing. The written notification shall:
 - a. Contain a statement of the charges sufficient to inform the employee of the nature of the misconduct;
 - b. Inform the employee that the consequences of the misconduct may result in the employee's suspension or discharge;
 - c. Inform the employee that the employee has a right to Union representation at the pre-disciplinary meeting;
 - d. Inform the employee that the employee will be given an opportunity to respond to the charges presented.
 - 2. The City shall inform the employee and Union, in writing, of any discipline to be imposed resulting from the pre-disciplinary meeting. The City shall determine how the employee will serve any suspension.
 - 3. If the contemplated discipline is for discharge or for a suspension for a period in excess of five (5) working days, the discipline shall not commence until such time as the Mayor of the City of Danville approves the proposed discipline and the employee and Union are notified of such confirmation, in writing.

Section 13.4 Grievance Procedure. An employee has a right to appeal any disciplinary action taken by the City. Grievances concerning discipline shall be commenced by filing a request for arbitration as delineated in Section 6.3 of the Grievance Procedure contained within Article 6 of this Agreement.

Section 13.5 Disciplinary History.

Discipline in the form of Written Warnings or Written Reprimands shall be removed from an employee's personnel file if the employee receives no further discipline for a period of eighteen (18) months. In no case shall the City consider

Written Warnings or Written Reprimands in any subsequent disciplinary matter if said discipline is greater than five (5) years old. All suspensions shall remain in the employee's personnel file permanently and may be considered in future disciplinary matters.

Section 13.6 Personnel Policy. Except to the extent that the City's Personnel Policy conflicts with the provisions of this Article, those provisions are hereby incorporated by reference.

ARTICLE 14

Miscellaneous Provisions

Section 14.1 Application of City's Personnel Policies. The City's written personnel policies in effect by ordinance from time to time shall apply to all members of the bargaining unit covered by this Agreement. The City retains the right to alter or amend its personnel policies from time to time and such changes shall also apply, provided that the City has first consulted with the Union as to any proposed changes that affect the members of the bargaining unit in any direct way. Notwithstanding any other sentence of this Section to the contrary, to the extent any of the terms or provisions of this Agreement shall conflict with any of the current or future provisions of the City's written personnel policies, then this Agreement shall govern and control.

Section 14.2 Personnel Records. Any employee covered by this Agreement shall be allowed to examine the contents of his/her own personnel record and shall receive a copy of any written material or document of a disciplinary nature which is added thereto. The City shall maintain such personnel records for all employees covered by this Agreement.

Section 14.3 Residency Requirements.

- A. All employees hired prior to the execution of this Agreement shall continue to comply with residency requirement under which they were hired through their term of employment with the City; provided, however, that all employees hired after the execution of this Agreement shall establish their principal place of residence within five (5) miles of the corporate limits of the City, in Illinois. Any employee who exercises his or her right to live outside the corporate limits of the City but within five (5) miles of the corporate limit, in Illinois, shall be required to pay a Residency Contribution to the City. The Residency Contribution shall be made up of the following: the City Public Safety fee; and \$300 to be considered as a property tax replacement fee. Each employee shall be notified of the total Residency Contribution to be paid to the City. By choosing to establish residency outside the Corporate limits of the City, an employee exercising their right to live within five (5) miles of the corporate limit, in Illinois, agrees to have the payment of the

Residency Contribution deducted from their pay in equal bi-weekly installments between January 1 and April 30 of each year.

- B. Any employee who successfully completes his or her probationary period shall have a period of six (6) months to abide by the requirements contained in this Article.
- C. Any employee of the City who shall fail to comply with the provisions of this section shall be terminated from employment with the City in the manner provided by law.

ARTICLE 15
TERM

This Agreement shall be effective as of the 1st day of May, 2020 and shall remain in full force and effect until April 30, 2023. It shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the April 30, 2023 date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to such effective April 30, 2023 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination which shall not be before April 30, 2023, as set forth in the preceding paragraph.

8th IN WITNESS WHEREOF, the parties hereto have affixed their signatures this day of July, 2020.

For the Employer:

For the Union:

CITY OF DANVILLE, ILLINOIS

IBEW LOCAL 538

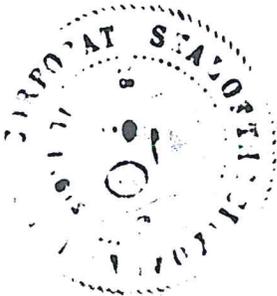
By: Richard Williams, Jr.
Mayor

By: Michael P. ...

Attest: Lisa K. Monson
City Clerk

By: Paul ...
Union Steward

Resolution No. 2020-57



APPENDIX A

Authorization for Checkoff of Union Dues

I hereby authorize the City of Danville, Illinois, to deduct from my pay the uniform dues of IBEW Local 538, and remit said amounts to such Union.

Print Name

Clock Number

Signature

APPENDIX B
Base Wages

<u>Position</u>	<u>FY 2020-2021</u>	<u>FY 2021-2022</u>	<u>FY 2022-2023</u>
Building Inspector	\$52,000	\$52,000	\$52,000
Plumbing/Mechanical Inspector	\$49,000	\$49,900	\$49,900
Electrical/Zoning Inspector	\$49,000	\$49,900	\$49,900
Code Enforcement Inspector	\$36,300	\$37,026	\$37,026

Member Wages

<u>Name</u>	<u>Position</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
Rick Brown	Code Enforcement	\$49,191	\$50,175	\$51,179
Kenny Harden	Code Enforcement	\$42,640	\$43,493	\$44,363
Stephen Chrisman	Building Insp.	\$59,001	\$60,181	\$61,385
Paul Storke	Electrical Insp.	\$54,855	\$55,952	\$57,071